

DEC 08 REC'D

RECEIVED

DEC 15 2015

OCD

STATE OF OHIO  
LOW- AND MODERATE-INCOME (LMI) HOUSING TRUST FUND (HTF)  
HOMELESS CRISIS RESPONSE PROGRAM

GRANT AGREEMENT

F.T.I. Number: [REDACTED]

Grant Number: S-L-15-7GJ-2

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and COLEMAN PROFESSIONAL SERVICES, INC., located at 5982 Rhodes Road, Kent, OH 44240-, (the "Grantee"), for the period beginning January 1, 2016 and ending February 28, 2018 (the "Grant Period").

BACKGROUND INFORMATION

A. Ohio Revised Code Section 174.02 created the Low- and Moderate-Income Housing Trust Fund ("HTF") in the State Treasury to provide housing and housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county recorders pursuant to Ohio Revised Code 319.63, grants, gifts, loan repayments and contributions of money including the earnings from the investment of the fund.

B. Pursuant to Ohio Revised Code Section 174.03(A), Grantor and Grantee are required to develop programs, in accordance with the statute and any rules promulgated thereunder, to make grants, loans, loan guarantees, and loan subsidies to benefit low- and moderate-income families and individuals.

C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree, as follows:

STATEMENT OF THE AGREEMENT

1. Award Grant of Funds. Grantor hereby grants funds to Grantee in the amount of \$1,244,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Homeless Crisis Response Program and undertaking the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto, made apart hereof, and incorporated herein by reference. The award of Grant Funds shall be contingent upon the special conditions as set forth in Attachment B, attached hereto, and made a part hereof, and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report", as listed in Attachment B. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of Grantee shall be maintained in accordance with the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at [http://development.ohio.gov/cs/cs\\_fiscalforms.htm](http://development.ohio.gov/cs/cs_fiscalforms.htm).

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachment D, which is attached hereto made a part hereof, and incorporated herein by reference.

9. **Records, Access and Maintenance.** Grantee shall establish, maintain, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any other reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits** Grantee shall ensure that the Grant Funds are audited according to the requirements of Attachment E, "Grant Administration Guidelines-Audits", which is attached hereto, made a part hereof, and incorporated herein by reference.

12. **Equal Employment Opportunity** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

14. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

15. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

17. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

18. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

19. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

20. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

21. **Outstanding Liabilities.** Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State, and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

22. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to O.R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

23. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:

Ohio Development Services Agency  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

Copy to: Chief Legal Counsel

2. In the case of Grantee, to:

COLEMAN PROFESSIONAL SERVICES, INC.  
5982 Rhodes Road  
Kent, OH 44240-  
Attn: Nelson W. Burns, President/CEO

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

I. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**GRANTEE:**

COLEMAN PROFESSIONAL SERVICES, INC.

Nelson W. Burns, President/CEO

By: 

Printed Name: Nelson W. Burns  
Title: CEO  
Date: 12/8/2015

**GRANTOR:**

State of Ohio  
Development Services Agency

David Goodman, Director

By: 

Printed Name: Matt Peters  
Title: Assistant Director  
Date: 12/30/15

## SUPPORTIVE HOUSING PROGRAM

### ATTACHMENT A

### SCOPE OF WORK AND BUDGET

#### I. GENERAL DATA

Applicant Agency : COLEMAN PROFESSIONAL SERVICES, INC.

County :	Portage	Grant Number :	S-L-15-7GJ-2
Applicant CEO Cont :	Nelson Burns	Total Grant Award :	\$ 1,244,000
Title :	President & Ceo	Vendor ID.Nbr :	53123
Address :	5982 Rhodes Rd, Kent, OH 44240	OCD Rep :	Kimberly Alexander
Phone Number :	(330) 676-6801	Applicant Preparer :	Carol McCullough
Email Address :	nelson.burns@colemen- professional.com	Email Address :	carol.mccullough@colemanservices.org
Ohio House :	68 - Margaret Ann Ruhl	Ohio Senate :	28 - Tom Sawyer

#### II. PROJECT DESCRIPTION

##### Housing Stability Program

Coleman Professional Services, Inc. will provide homelessness prevention and rapid re-housing assistance to single adults and families who are below 30 percent of the area median income and would otherwise be homeless in Ashtabula, Geauga, Lake, Portage, Trumbull counties through financial assistance and housing relocation and stabilization services. The homeless prevention program will serve 109 households consisting of 213 persons and the rapid re-housing program will serve 325 households consisting of 583 persons. The key partners in providing assistance are Ashtabula County Community Housing Development Organization, Catholic Charities of Ashtabula County, Humility of Mary/Emmanuel Care Center, Family & Community Services, Lifeline, Inc., Trumbull County Mental Health and Recovery Board, and WomenSafe, Inc.

SUPPORTIVE HOUSING PROGRAM

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee : COLEMAN PROFESSIONAL SERVICES, INC.

Grant Number : S-L-15-7GJ-2

III. SOURCES OF FUND

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Ashtabula County Community Action Agency: United Way	\$ 4,500	Private Funds	Cash	N/A	N/A
Ashtabula County Community Housing Development Organization, Inc.: Rent	\$ 9,000	Private Funds	Cash	N/A	N/A
Catholic Charities of Ashtabula County	\$ 22,000	Private Funds	Cash	N/A	N/A
Coleman Professional Services	\$ 32,416	Other Funds	Cash	N/A	N/A
Family & Community Services: City of Kent	\$ 5,700	State and Local Funds	Cash	N/A	N/A
Family & Community Services: Donations	\$ 2,000	Private Funds	Cash	N/A	N/A
Family & Community Services: Emergency Food and Shelter Program	\$ 11,300	Other Federal	Cash	N/A	N/A
Family & Community Services: Portage County DJFS PRC Funds	\$ 4,000	State and Local Funds	Cash	N/A	N/A
Humility of Mary Housing / Emmanuel	\$ 6,000	Private Funds	Cash	N/A	N/A
Lifeline, Inc.: United Way of Lake County	\$ 21,600	Private Funds	Grant	N/A	N/A
Trumbull County Mental Health & Recovery Board	\$ 29,958	State and Local Funds	Grant	N/A	N/A
WomenSafe	\$ 17,184	Private Funds	Cash	N/A	N/A
Grant Funds	\$ 1,244,000				
<b>Total</b>	<b>\$ 1,409,658</b>				

IV. AWARDED PROGRAM BUDGET

Housing Stability Program

Project Name / Activity Name	Total Cost	ESGP Funds	OHTF Funds	Other Funds Amount - Source
<b>1-Region 5 2015 HCRP</b>				
1-Homelessness Prevention	\$ 209,900	\$ 0	\$ 194,900	\$ 15,000 Multiple Sources
2-Rapid Rehousing	\$ 1,019,458	\$ 0	\$ 900,400	\$ 119,058 Multiple Sources
4-Data Collection & Eval.	\$ 118,100	\$ 0	\$ 86,500	\$ 31,600 Multiple Sources
5-General Admin	\$ 62,200	\$ 0	\$ 62,200	\$ 0
<b>Total Awarded</b>	<b>\$ 1,409,658</b>	<b>\$ 0</b>	<b>\$ 1,244,000</b>	<b>\$ 165,658</b>

SUPPORTIVE HOUSING PROGRAM

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee : COLEMAN PROFESSIONAL SERVICES, INC.

Grant Number : S-L-15-7GJ-2

V. PROGRAM OUTCOMES

Project Name		No.of Households Served	No.of Persons Served
1-Region 5 2015 HCRP			
HomelessnessPrevention		109	213
RapidRehousing		325	583
<b>Total</b>		<b>434</b>	<b>796</b>

**Counties Served** : Ashtabula, Geauga, Lake, Portage, Trumbull

HOMELESS CRISIS RESPONSE PROGRAM  
(STATE)

ATTACHMENT B

SPECIAL CONDITIONS

2. **GRANT EXECUTION.** This Agreement must be signed by Grantee's authorized official, approved and returned to Grantor within 10 working days. Failure to do so may result in the cancellation of this grant of funds.

3. **ELIGIBLE COSTS.**

- a. Grantee may make expenditures only for eligible activities, as outlined in Attachment A and in Section 122:6-1-02 of the Ohio Administrative Code.
- b. Amendments to this Agreement may only be made with prior approval by Grantor.

4. **PROGRAM INCOME.** Any program income resulting from expenditures of the Grant Funds must be returned to Grantor, unless Grantee received prior approval from Grantor.

5. **PROJECT COMPLETION AGREEMENTS.** All activities as identified in Attachment A of this Agreement must be completed, and work finished by **December 31, 2017**. Any work not completed by the aforementioned date may not continue without written approval by Grantor. There must also be a provision in each contract, funded in whole or in part with funds available from this Agreement, which stipulates that work be completed no later than **December 31, 2017**.

6. **DRAWDOWN REQUESTS.** All Request for Payment and Status of Funds Reports from Grantee for Grant Funds under this Agreement must be received by Grantor by **January 31, 2018**. Of the total Grant Funds granted herein, ten percent (10%) or an amount necessary to pay for grant-eligible expenses incurred during the first 45 days of the grant period, shall be payable to Grantee in a lump sum upon the signing of this Agreement and Grantee completing an appropriate Request for Payment form.

7. **CLOSE-OUT REQUIREMENTS.** Final Performance Reports for Grantee's program, as described in Attachment A of this Agreement, must be submitted to Grantor by **February 28, 2018**.

8. **PURPOSE OF GRANT.** Grantee shall provide all activities in the manner described in the approved application and consistent with the rules, regulations and program guidelines pertaining to the Homeless Crisis Response Program.

9. **FIDELITY BOND.** Grantee shall maintain an adequate fidelity bond against fraud or misuse involving Funds granted pursuant to this Agreement.

10. **PROJECT SPECIFIC CONDITIONS.**

- a. Grantee shall not violate Division (H) of Section 4112.02 of the Revised Code or discriminate against families with children.
- b. Grantees must match the requested amount of grant funds at a minimum ratio of 2:1 (Grant Funds/Other Funds) for emergency shelter activities.
- c. Grantee must participate in the Homeless Management Information System (HMIS) that pertains to its Continuum of Care. Data must be entered into the HMIS for all clients assisted with grant funds. Grantee must assure the quality of its data entry and enter required data elements, as determined by OCD. Grantees that are primarily domestic violence service providers are not permitted to participate in HMIS, but are required to enter data in a comparable data base. Grantees must minimize the number of clients entered as "anonymous". Balance of State grantees shall follow the HMIS standards as outlined in *The Ohio Balance of State Homeless Management Information System Policy and Procedures Manual* and the *Ohio Balance of State Continuum of Care HMIS Data Quality Standards*.
- d. Homelessness Prevention programs must verify and document, as appropriate, that persons served have a household income less than thirty percent of area median income at time of entry. Rapid Re-housing programs must verify and document, as appropriate, that persons served have a household income less than thirty percent of area median income at 90 days after program entry unless an alternate time period has been approved by OCD.
- e. Programs serving youth and/or individuals ages 18-24 years old must assure that direct care staff attend appropriate and specialized youth-oriented training to ensure best practices in serving this special needs population. Staff members may attend training provided by the Coalition on Homelessness and Housing in Ohio or by other providers as determined by Grantee. The appropriate level of training and number of staff trained is contingent upon the number of youth/individuals (ages 18-24 years old) served and should be determined by Grantee with a minimum of one staff member attending a youth specific training.

- f. Programs serving families are encouraged to serve unaccompanied individuals ages 18-24 years old, if appropriate and consistent with the program's design.
- g. Programs serving families with children must identify and make contact with the local Homeless Education Liaison.
- h. Emergency Shelters that serve families must serve the intact family and not discriminate on the basis of age of the child. If facility limitations prevent serving the intact family, the grantee must make arrangements to provide emergency shelter and activities at another location or coordinate with other providers in the community to provide such activities to the intact family. If the alternate locations cannot serve the family due to lack of space and space is available at the grantee location, the grantee must serve the intact family through use of motel vouchers or other accommodations, as appropriate.

HOMELESS CRISIS RESPONSE PROGRAM

ATTACHMENT C

REPORTING REQUIREMENTS

Grantee shall submit the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report with thirty days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. If Grantee received \$100,000 or more in Grant Funds under this Agreement, an audit must be conducted according to the requirements of Attachment E, Grant Administration Guidelines - Audits.
4. Grantee shall comply with the reporting requirements provided in 15-06 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at [http://development.ohio.gov/cs/cs\\_policynotices.htm](http://development.ohio.gov/cs/cs_policynotices.htm)
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all funds provided under this Agreement.
6. Grantee shall retain all records, receipts, etc. for a period of three years after the "Final Closeout" of this Agreement. Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."

HOMELESS CRISIS RESPONSE PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES AND CERTIFICATIONS

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
  - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment to give preference in employment to persons on the basis of religion;
  - b. It will not discriminate against any person applying for any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
  - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this part.
3. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.

HOMELESS CRISIS RESPONSE PROGRAM

ATTACHMENT E

GRANT ADMINISTRATION GUIDELINES-AUDITS

Grantees receiving a state-funded grant award of less than \$100,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$100,000 are required to submit either a single audit or a grant specific audit report to Ohio Development Services Agency, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants.

Single audits must be performed by an independent public accountant.

Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$100,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.

3. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.